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HIGH COURT OF JUDICATURE CHHATTISGARH : BILASPUR

SINGLE BENCH : HON'BLE SHRI S.R. NAYAK, C.J.

WRIT PETITION NO. 632 OF 2006

PETITIONER		Bilaspur Coal Carrier Private Ltd. (An Ex Servicemen's Enterprise) Registration No. 03-05-118 of 1992-93 Through its Director namely Captain Wali Mohammed (Retd.), Aged about 57 years, S/o Late Niyamat Ali, Camp-Bhatgaon District Sarguja (C.G.)
	Versus	
RESPONDENTS	1.	Union of India Through the Secretary Ministry of Defence New Delhi
	2.	Director General (Resettlement) Ministry of Defence Government of India West Block IV, R.K. Puram New Delhi 110066
	3.	M/s Coal India Ltd. Through Chairman 10, Netaji Subhash Road Coal Bhawan Kolkata – 700001
	4.	Chief General Manager South Eastern Coalfields (CMC) SECL Bhawan, Seepat Road, Bilaspur 495006 (Chhattisgarh)

Present : Shri Mahendra Dubey, learned counsel for the petitioner.
Shri Bhishma Kinger, learned counsel for Union of India.

(ORAL ORDER)
(Passed on 7th February, 2006)

The petitioner is presently holding contract of transportation of coals granted by the Director General (Resettlement), Ministry of Defence, Government of India, the second respondent herein. According

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to the petitioner, the term of that contract would come to and on 9th of April, 2006. It is stated that when the second respondent sought to terminate the contract prematurely, the petitioner filed Writ Petition No. 1265/2003 in this Court and the said writ petition is pending. When the matter stood thus, the petitioner made an application dated 1-8-2005 marked as Annexure P/11 to the second respondent to extend the term of the contract by one year and since there is no positive response from the second respondent, the writ petition is filed for a direction to the respondents for extension of the contract after the expiry of the term of the present contract on 9th of April, 2006. I heard learned counsel for the parties. It was contended that the second respondent has extended the term of the contract in case of similar circumstances to others and therefore, the petitioner is also entitled to extension of the term of the contract after the present term comes to an end on 9th of April, 2006. The mandamus sought by the petitioner cannot be granted for the simple reason that it is not the vested right of the petitioner to seek extension of term of the contract as a matter of course or as a matter of right. Whether extension should be granted or should not be granted, squarely falls within the domain of discretion vested in the second respondent. Since the petitioner has no legally enforceable right to command the second respondent to grant extension of the term of the contract, issuing mandamus to the second respondent in the way it is sought would not arise. The writ petition is, therefore, dismissed. No costs.

Sd/-
Chief Justice

G.Sagi.